

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

AGROCOOPERATIVE LTD,	§	
	§	
Plaintiff,	§	
	§	CIVIL ACTION <u>4:14-CV-1707</u>
vs.	§	
	§	IN ADMIRALTY, Rule 9(h)
SONANGOL SHIPPING ANGOLA	§	
(LUANDA) LIMITADA, <i>et al.</i> ,	§	
	§	
Defendant and Garnishees.	§	

**MEMORANDUM SUPPORTING MOTION FOR
ORDER AUTHORIZING ISSUANCE OF
PROCESS OF MARITIME ATTACHMENT AND GARNISHMENT**

Plaintiff Agrocooperative LTD (“Agro”) has moved pursuant to Supplemental Rule B of the Federal Rules of Civil Procedure for this Court to issue process of maritime attachment and garnishment for property of Defendant Sonangol Shipping Angola (Luanda) Limitada (“Sonangol Shipping”) held or controlled by garnishees in this District.

This Court should grant the motion. The motion is based on the verified complaint, filed herewith. In the complaint, Plaintiff alleges that on or about September 9, 2009, Agro and Sonangol Shipping entered into a Time Charter Party (the “2009 Time Charter”) pursuant to which Agro and Sonangol Shipping entered into a Time Charter Party (the “2009 Time Charter”), pursuant to which Agro agreed to charter the Vessel to Sonangol Shipping from September 9, 2009 through December 15, 2009 with an optional extension through March 15, 2010. The 2009 Time Charter was extended four additional times by mutual agreement between Agro and Sonangol Shipping.

Before the conclusion of the fourth extension to the 2009 Time Charter, the parties entered into a new Time Charter Party on October 21, 2011 (the “2011 Time Charter”).

Sonangol Shipping redelivered the Vessel to Agro on November 15, 2011 and the 2011 Time Charter commenced on November 16, 2011 for a period of 12 months. The 2011 Time Charter was extended five times by mutual agreement between Agro and Sonangol Shipping.

Sonangol Shipping failed to redeliver the Vessel to Agro on February 15, 2014 as it was contractually required to do and failed to pay the daily charter hire as agreed and as set forth in the 2011 Time Charter.

On information and belief, Sonangol Shipping is or will be owed money by each of the Garnishees. Each of the Garnishees operates in this District, has its principal place of business in this District, and has an agent appointed for service of process in this District.

Defendant Sonangol Shipping cannot be found within this District pursuant to Rule B, and this Court therefore should issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of their tangible or intangible property or any other funds held by garnishee and on behalf Sonangol Shipping, up to the amount of at least the amount demanded in the complaint to secure Plaintiff's claim, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint.

WHEREFORE, Agrocooperative LTD respectfully requests this Court grant its motion.

Dated: June 18, 2014.

Respectfully Submitted,

/s/ Kevin P. Walters

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